supplies to a belligerant. This principle has long since been settled in this country. *Sanctissima Trinidad,* 7 Wheat. 340, 16 *Am. & Eng. Enc. Law* (*2nd Ed.*), p. 1161.

FELLOW SERVANTS—INJURY TO EMPLOYEE—NOTICE TO SHIFT BOSS—NO NOTICE TO MASTER—NEGLIGENCE OF MASTER—INCOMPETENCE OF SERVANT.—WEEKS V. SCHARER, 111 Fed. 330 (Col.).—The plaintiff was injured owing to the incompetence of a fellow servant, which incompetence had been reported to a shift boss, who directed a gang of men and supervised their labor, but who had no authority to hire or discharge employees. *Held,* that the plaintiff had no cause of action against his employer, since he and the shift boss were fellow servants, and notice to the shift boss was not notice to the master.

Courts have differed much as to when a superior was and when he was not a fellow servant of an inferior. The present case reviews the decisions on this subject, and draws from them these deductions, viz., that every superior servant, charged with supervising the work of men under him, unless he is authorized to hire or discharge them, is simply a fellow servant, for whose negligence the master is not responsible, and further that only that agent or officer, who has authority to select, discharge, or suspend the servants of his master, may charge his master by his knowledge of their incompetence.

GUARDIAN AND WARD—SALE OF REAL ESTATE—SPECIAL BOND—OMISSION—VALIDITY OF SALE—HUGHES V. GOODALE, 66 Pac. 702 (Mont.).—By statute, it is provided that a guardian authorized to sell real estate, must, before sale, give bond to a probate judge. *Held,* that a sale by a guardian duly appointed and qualified, but who ommitted to give the special bond required was not void.

The provision that a sale bond shall be given is one of great importance to the rights of the wards and it has been generally held that such a provision is mandatory and not directory only, the bond being a condition precedent to validity of sale. *Am. & Eng. Enc.,* 3 ed. XV., p. 61; *Williams* v. *Morton,* 38 Me. 47. But some of the cases uphold the contrary view as expressed here. *Arrowsmith* v. *Harmonnig,* 42 Ohio St. 254.

MASTER AND SERVANT—LIABILITY OF CITY—COLLISION.—THE MAJOR REYBOLD, 111 Fed. 414 (Penn.).—A municipal corporation is liable in a court of admiralty for a collision, caused by the negligence of its servants in charge of an ice-boat, which it owned, and which was being operated under the directions of the corporation, it being immaterial whether such boat was employed in a municipal service or under orders which were ultra vires.

It seems well settled in this country that in courts of law municipal corporations are not liable for the negligence of its agents in doing acts ultra vires. *Thayer* v. *City of Boston,* 19 Pick. 516; *Smith* v. *City of Rochester,* 76 N. Y. 506; *Seele* v. *Deering,* 79 Me. 343; *Spring* v. *Hyde Park,* 137 Mass. 554. This case, however, is brought in a court of admiralty, and the present decision is based almost solely on *Workman* v. *City of N. Y.,* 179 U. S. 552, in which four of the judges dissented from the majority opinion. That case decided that local decisions of a State Court could not abrogate maritime law, and that where the relation of master

and servant existed between the owner and master of a vessel, the owner even though a municipal corporation was liable, under the rule of respondeat superior, for the negligence of his servants. See also *The Sottawanna,* 21 Wall. 572-74 and *Butler* v. *Boston Steamship Co.,* 137 U. S. 527.

MORTGAGES—REFORMATION—MISTAKE—DESCRIPTION OF PROPERTY—HERRING V. FITTS, 30 So. 804 (Fla.).—When a married woman, intending to convey or mortgage her real estate, executes a proper instrument, in conjunction with her husband, with all the formalities required by law, but by mistake an erroneous description of the land is inserted, a court of chancery has power to correct the mistake.

The authorities are in open conflict on this point. While this conclusion is not without support, yet the majority of the courts seem to hold with *Williams* v. *Walker,* 9 I. B. D. 576, that a married woman's deed, if it is invalid at law is equally invalid in equity. But it is to be noted that this latter rule is followed by the Florida court whenever a personal judgment on a contract is sought against a married woman. *Dolliver* v. *Snow,* 16 Fla. 86.

PARTITION—PARTIES—TENANTS IN COMMON—ADVERSE CLAIMANTS.—SATTERLEE V. KOBBE ET AL., 72 N. Y. Supp. 675.—Plaintiff brought action for partition against his co-tenants and also made defendants six others who claimed title adversely. *Held,* persons claiming title to whole property adverse to plaintiff and co-tenants cannot be made parties and compelled to litigate their claims. McLennan, J., dissenting.

The tendency of legislation is to alter the general equity rule and allow adverse claimants to be made parties and questions of title to be tried in partition suits. *Thompson* v. *Holden,* 117 Mo. 118; *Martin* v. *Walker,* 58 Cal. 59; *Trainor* v. *Greenough,* 145 Ill. 543. Several recent New York cases have also taken the same position. *Best* v. *Yeh,* 82 Hun. 232.

TREATIES—PROCEEDINGS FOR RESTORATION OF DESERTING SEAMEN—TREATY WITH GREAT BRITAIN.—UNITED STATES V. KELLY, 108 Fed. Rep. 538 (Oregon.) —Defendants forcibly took from the custody of a deputy United States Marshall four men who had been adjudged deserters from an English ship by the United States commissioner, who ordered the marshall to restore the deserters to the ship under the direction of the British consul. *Held,* that the marshall acted as the consul's agent, so that the defendants were not guilty of obstructing an offcer of he United States while attempting to execute a legal or judicial writ.

The treaty between the United States and Great Britain gives the British consul power to require from the proper authorities the assistance provided by law for the apprehension of deserting seamen. The only assistance provided by law for this purpose is found in Section 5280 of the Revised Statutes, which gives the proper officer authority to deliver deserting seamen to the consul. In this case, the marshall was in the execution of an order from the British consul, which required him to restore the seamen to the master of the vessel, a thing not within the power of the commissioner to order. The officer, therefore, was obstructed, not in the performance of a duty enjoined by law, but in the performance of an act directed by the British consul.